

State of Vermont

Dept of Buildings & General Svcs
Purchasing & Contract Admin
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601
USA

CONTRACT



Vendor ID 0000110172
Wright Line LLC
160 Goldstar Blvd
Worcester MA 01606
USA

Contract ID 0000000000000000000012683	Page 1 of 2
Contract Dates 02/01/2008 to 02/01/2010	Origin CP
Description: CP-WRIGHT LINE FURNITURE	Contract Maximum \$999,999,999.00
Buyer Name McIntyre,John	Buyer Phone Approved

Phone #: 508/926-6135

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	2485	WRIGHT LINE DATA PROCESSING FURNITURE WRIGHT LINE BRAND OF DATA PROCESSING WORKKSURFACES, CABINETS, FILES, STORAGE RACKS AND ACCESSORIES.			0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE: TO PROVIDE WRIGHT LINE BRAND DATA PROCESSING FURNITURE TO STATE AGNECIES.

THIS CONTRACT IS WRITTEN UNDER THE PROVISIONS OF VSA TITLE 29, CHAPTER 49, PARAGRAPH 903A. ITEMS NOT INCLUDED UNDER THE GSA PRICE SCHEDULE WILL NOT BE USED. THIS CONTRACT COVERS ONLY WRIGHT LINE TECHNICAL ENVIRONMENT FURNITURE. NO OTHER WRIGHT LINE PRODUCTS MAY BE PURCHASED UNDER THIS CONTRACT.

CONTRACT IS WRITTEN PER A PERIOD OF TWO YEARS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS SO LONG AS THE GSA SCHEDULE ON WHICH THIS CONTRACT IS BASED REMAINS IN FORCE. CURRENT EXPIRATION DATE FOR THE GSA SCHEDULE IS 9/30/2011.

PRICE: PRICING PER GSA SUPPLY SCHEDULE PRICE LIST CONTRACT # GS-29F-0100G. CONTRACTOR WILL PROVIDE 30 DAYS NOTICE OF ANY CHANGE IN THE GSA PRICE SCHEDULE. THE MOST CURRENT GSA SCHEDULE WILL APPLY THROUGHTOUT THE LIFE OF THE CONTRACT. ITEMS REQUIRED TO COMPLETE AN INSTALLATION THAT ARE NOT COVERED UNDER THE GSA LIST WILL BE SOLD AT AN 11.5% DISCOUNT OFF WRIGHT LINE'S REGULAR LIST PRICE. THIS PERCENTAGE WILL REMAIN IN EFFECT THROUGHOUT THE LIFE OF THE CONTRACT, ALTHOUGH LIST PRICES MAY CHANGE.

METHOD OF ORDERING: CONTACT THE WRIGHT LINE CUSTOMER SERVICE DEPARTMENT AT 800.225.7348. THEY WILL PROVIDE ASSISTANCE IN DESIGN AND PRODUCE A DETAILED PRODUCT LIST AND PRICE QUOTE. THIS QUOTATION SHOULD BE REFERENCED AND ATTACHED TO THE PURCHASE ORDER THAT IS PREPARED TO FINALIZE THE ORDER.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END FO THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15
REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
JOHN McINTYRE
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
john.mcintyre@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Fed ID or SSN: _____

Title: _____

Title: _____

Email: _____

Email: _____